



Wall Street Plaza  
88 Pine Street, 32nd Floor, New York, NY 10005  
Tel: 212-867-4100 Fax: 212-867-4118  
www.fkblaw.com

August 25, 2022

**VIA ECF**

The Honorable Lorna G. Schofield, U.S.D.J.  
United States District Court  
Southern District of New York  
500 Pearl Street  
New York, NY 10007

Re: **Travelers Property & Casualty Company of America v. Clear Blue Specialty Insurance Company / Clear Blue Specialty Insurance Company v. Certain Interested Underwriters at Lloyd's London**  
Civil Action No.: 21-cv-09368  
FKB File No.: 406.233

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Dear Judge Schofield:

This office represents Third-Party Defendant Certain Interested Underwriters at Lloyd's, London ("Underwriters") in the above-referenced action regarding insurance coverage obligations pursuant to various policies and underlying contracts. Attached hereto are two rental agreements between Underwriters' insured, Bay Crane Service Inc. ("Bay Crane") and Defendant/Third-Party Plaintiff Clear Blue Specialty Insurance Company's ("Clear Blue") insured, Shamrock Construction Group Inc. ("Shamrock") received by our office only yesterday afternoon from Underwriters' claims handler for this matter. These rental agreements, dated October 23, 2017 and October 26, 2017 (the "October Contracts"), predate Patrick Allocco's underlying accident but postdate the only other known contract between Bay Crane and Shamrock, dated September 25, 2017 (the "September Contract"). The insurance and indemnity terms of the October Contracts appear to vary from the insurance and indemnity terms set forth in the September Contract and directly impact the issues in this action. The October Contracts were not exchanged in discovery, as neither counsel for Clear Blue nor the undersigned was aware of their existence before now.

It is our understanding that discovery in the underlying action is still in its early stages; Plaintiff Patrick Allocco has already appeared for questioning under oath twice, but his deposition has not yet been concluded. No other party or non-party depositions have yet taken place.

This morning, we spoke with counsel for Plaintiff Travelers Property & Casualty Company of America ("Travelers") and counsel for Clear Blue and advised them of the October Contracts. (We note that the parties' conference occurred *after* counsel for Clear Blue filed its First Letter Motion to Adjourn Conference [Doc. No. 33]). Clear Blue questions the authenticity, applicability

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and meaning of the October Contracts and their interplay with the September Contract. Underwriters question the authenticity, applicability and meaning of the September Contract and the October Contracts and their interplay with one another. All parties, however, agree that further discovery is necessary. **In light of the above, the parties hereby jointly request a conference with the Court to discuss the need to extend fact discovery to allow for additional discovery from, *inter alia*, Shamrock and Bay Crane regarding these agreements as well as any additional documentation not previously exchanged which may speak to and inform the contractual terms and duties of the above-referenced parties.** Given that discovery in the underlying action is not yet complete, the parties believe an additional two months of fact discovery would be needed in order to obtain the necessary documentation and records, as it is likely subpoenas for documents and potential depositions will be needed. All parties consent to, and join in, the requests made herein. This is the parties' first request for this relief.

We thank the Court for its courtesies and attention to this matter. Should you require any further information, please do not hesitate to contact the undersigned.

Respectfully submitted,

FURMAN KORNFELD & BRENNAN, LLP



Corey M. Cohen  
Jessica S. Goddeyne

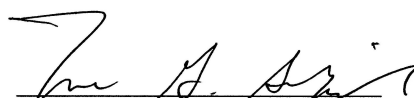
Cc: Usery & Associates – Lisa Szczepanski, Esq. (via ECF)  
Stonberg Moran LLP – Sherri N. Pavloff, Esq. (via ECF)

Encl.: October 23, 2017 Contract between Shamrock and Bay Crane  
October 26, 2017 Contract between Shamrock and Bay Crane

By **August 31, 2022**, the parties shall file a joint letter that comports with Individual Rule IV.A.2. In addition to the required information, and in support of their request to extend discovery, the parties shall detail what discovery remains to be completed, including what discovery requests remain to be served, any responses that remain outstanding, the approximate number of documents requested that remain to be produced, the name and a brief description of remaining deponents and dates that the parties (and witnesses) have agreed on for the remaining depositions. So Ordered.

The Clerk of Court is respectfully directed to close the motion at Dkt. No. 33.

Dated: August 26, 2022  
New York, New York



LORNA G. SCHOFIELD  
UNITED STATES DISTRICT JUDGE